

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VERATHON MEDICAL, INC.,

Plaintiff,

v.

CARESTREAM MEDICAL, LTD and
CARESTREAM MEDICAL, ULC d/b/a
CARESTREAM AMERICA,

Defendants.

CASE NO. C16-0280-JCC

ORDER GRANTING STIPULATION
AND PROPOSED INJUNCTION

This matter comes before the Court on the parties' notice of settlement, stipulation, and proposed injunction (Dkt. No. 37). The Court hereby GRANTS the parties' proposed injunction and orders as follows:

1. The following claims in this case are hereby dismissed, with prejudice, and without fees or costs to any party:
 - a. Plaintiff Verathon's Second Claim for Relief (Breach of Contract);
 - b. Plaintiff Verathon's Third Claim for Relief (Replevin/Foreclosure);
 - c. Plaintiff Verathon's Fourth Claim for Relief (Violation of the Uniform Trade Secrets Act);
 - d. Plaintiff Verathon's Fifth Claim for Relief (Conversion);
 - e. Plaintiff Verathon's Sixth Claim for Relief (Tortious Interference with Contractual Relations and/or Existing and/or Prospective Business

1 Relations); and

2 f. Defendant CAREstream's First Claim for Relief (Breach of Contract).

3 2. Plaintiff Verathon's First Claim for Relief (Injunctive Relief) and Defendant
4 CAREstream's Second Claim for Relief (Declaratory Judgment of the Unenforceability of the
5 Non-Competition Clause) are fully and finally resolved by entry of the following Order:

6 a. CAREstream Medical, ULC, CAREstream Medical, LTD and any
7 representative(s), affiliate(s), or predecessor(s) acting on its behalf are
8 HEREBY ENJOINED AND PROHIBITED from the date of this Order
9 until July 22, 2017 from directly or indirectly manufacturing, marketing,
10 distributing, or selling in Canada any video laryngoscope or accessory or
11 warranty related thereto, including but not limited to any Storz C-MAC,
12 Medtronic McGrath MAC, Ambu King Vision VL, Teleflex Airtraq VL,
13 McGaw CoPilot, Intubrite VLS Edge, Vivid Medical VividTrac, Teleflex
14 Truview, Pentax AWS, Zhejiang UE Medical UEScope, Venner Medical
15 A.P. Advance, Physio-Control MAC, Kanlife Portable VL, or other video
16 laryngoscope that becomes introduced to or available on the market in
17 Canada or the United States after this Order is entered.

18 b. CAREstream Medical, ULC, CAREstream Medical, LTD and any
19 representative(s), affiliate(s), or predecessor(s) acting on its behalf are
20 HEREBY ENJOINED AND PROHIBITED from the date of this Order
21 until December 31, 2016 from directly or indirectly manufacturing,
22 marketing, distributing, or selling in Western Canada (British Columbia,
23 Alberta, Saskatchewan, Manitoba, Yukon Territories, and Northwest
24 Territories) any portable ultrasound device built for the purpose of bladder
25 volume measurement, including but not limited to any BioCon-700 (aka
26 Cubescan BioCon-700 or BioCon CUBEScan 700), BioCon - 900 (aka

1 Cubescan BioCon-900 or Mcube BioCon – 900), PortaScan 3D (aka
2 Direct Supply Attendant or MD-6000 Bladder Scanner), BladderVu (aka
3 PadScan HD5), dBMedX – BBS (aka BBS Revolution), PortaScan+, or
4 other bladder scanning device that becomes introduced to or available on
5 the market in Canada or the United States after this Order is entered.

6 c. Upon proof of any violation of the terms set forth in Paragraph 2(a) or (b)
7 above by CAREstream Medical, ULC, CAREstream Medical, LTD and/or
8 a representative or predecessor thereof, the violator(s) shall be deemed to
9 be in contempt of Court and the Court shall be authorized to award
10 penalties, damages and other relief therefore, as provided by law. In such
11 circumstance, Verathon Medical, Inc. may make an application for
12 attorneys' fees and costs as this Court shall determine to be reasonable and
13 appropriate and allowed related to enforcement of the parties' January 1,
14 2015 Distribution & Representation Agreement, and any fees incurred to
15 enforce this Order or to file a motion for contempt.

16 3. If CAREstream Medical, ULC, CAREstream Medical, LTD or any representative,
17 affiliate, or predecessor acting on its behalf violates Paragraph 2 of this Order, that violation will
18 also result in extension of the temporal term of the injunction for as many days as CAREstream
19 Medical, ULC, CAREstream Medical, LTD or any representative, affiliate, or predecessor acting
20 on its behalf is in violation of Paragraph 2 of this Order.

21 4. Except under the scenario set forth in Paragraph 2(c), the parties are not awarded
22 or entitled to an award of any costs, including attorneys' fees, related to the claims asserted in
23 this case.

24 Accordingly, the Clerk is directed to CLOSE this case and TERMINATE the pending
25 stipulated motion for a protective order (Dkt. No. 34).

26 //

1 DATED this 26th day of July 2016.

2
3
4
5
6
7 

8 John C. Coughenour
9 UNITED STATES DISTRICT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26